**OMB** No. 43-R435 Approval Expires Oct. 31, 1981

#### UNITED STATES DEPARTMENT OF JUSTICE Washington, D.C. 20530

#### **EXHIBIT B**

TO REGISTRATION STATEMENT Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant H. William Tanaka d/b/a Tanaka Walders & Ritger

Name of Foreign Principal Japan Metal Flatware Industry Assn/ Japan Gen'l.Merchandise Exporters Assn

		Check Appropriate Boxes:		
[X](X	The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.			
	There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.			
	The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.	<b>,</b>		
)escri	Solve the nature and method of performance of the above indicated at the state of the state of the above indicated at the state of the stat	)		
		There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.  The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.		

understanding.

To render general counseling and informational services XXXX

	- 2 -
5.	Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.
	SEE STATEMENT NUMBER 4
6.	Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?1/ Yes \[ \] No \[ \lambda \lambda \lambda \lambda \rangle \lambda \rangle \lambda \rangle \lambda \rangle \rang
	If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B

Name and Title

Signature

May 4, 1982

H. William Tanaka Attorney

Political activity as defined in Section 1(0) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

LAW OFFICES .

## TANAKA WALDERS & RITGER

1919 PENNSYLVANIA AVENUE, N. W. WASHINGTON, D. C. 20006

202-223-1670

CABLE: TLAW UR TELEX: 248450

H. WILLIAM TANAKA LAWRENCE R. WALDERS LAWRENCE R. WALDERS DONALD L. E. RITGER B. JENKINS MIDDLETON WESLEY K. CAINE PATRICK F. O'LEARY ROBERT S. SCHWARTZ

## LEGAL RETAINER AGREEMENT

BETWEEN

JAPAN EXPORT METAL FLATWARE INDUSTRY ASSOCIATION JAPAN GENERAL MERCHANDISE EXPORTERS' ASSOCIATION

AND

### H. WILLIAM TANAKA

This will constitute an Annual Retainer Agreement between the Japan Export Metal Flatware Industry Association, Tsubame-shi, Niigata-Ken, Japan: The Japan General Merchandise Exporters' Association, World Trade Center Building, 1-4, 2-chome, Hamamatsu-cho, Minato-ku, Tokyo (hereinafter referred to as "Associations"), and H. William Tanaka, 1919 Pennsylvania Ave., N.W., Washington, D.C. 20006 (hereinafter referred to as "Counsel"), effective for the period of June 1, 1982 through May 31, 1983.

WHEREAS, Associations desire to retain my services as General Counsel, I will undertake to render general counseling and informational services regarding any significant developments in the United States which may affect the importation of stainless steel flatware from Japan. In this connection, it shall be clearly understood that this Retainer Agreement shall not cover services to be rendered in connection with specific cases such as antidumping proceedings, escape clause actions, judicial proceedings and lobbying activities before Congress. Any legal services rendered with respect to specific cases or involving specific representational activities by Counsel shall be paid over and above the retainer amount including reimbursement for any necessary out-of-pocket expenses.

In consideration of the services to be rendered, Associations agree to retain Counsel at an annual retainer fee of \$2,800.00 (Two Thousand Eight Hundred Dollars) to be remitted within a reasonable time after execution of this Agreement. The terms of this Agreement shall be for a period of one year.

> REGISTRATION CO <u>...</u>

# JAPAN METAL FLATWARE INDUSTRY ASSOCIATION

By: S. Kaneko

Date: April 21.1982

JAPAN GENERAL MERCHANDISE EXPORTERS' ASSOCIATION

By: \_\_\_\_\_\_\_

Date: April 20, 1982

H. WILLIAM TANAKA

General Counsel

Date: 71ver 3, 1982